

No. 1257-4 Lab 72/4373.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workmen and the management of M/s Indian Aluminium Cables Ltd., 12/1, Mathura Road, Faridabad:—

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 90 of 1971

between

THE WORKMEN AND THE MANAGEMENT OF M/S INDIAN ALUMINIUM CABLES LTD., 12/1, MATHURA ROAD, FARIDABAD

Present.—

Shri Jagdish Singh, General Secretary, Indian Aluminium Cables Workers Union (Regd.), Faridabad.

Shri O.P. Tyagi, Personnel Officer, for the management.

AWARD

The facts leading to the present reference may briefly be stated as under:—

The management of M/s Indian Aluminium Cables Ltd., 12/1, Mathura Road, Faridabad, terminated the services of its workmen Sarvshri Jadhav Parshad, Om Parkash, Kishana, Jai Dev, Sumer Singh, and Narpat. They gave individual demand notices asking for their reinstatement with back wages,— vide Annexures II to VII. The workmen of this concern had raised a number of other demand also as per demand notice, dated 30.8.71. Annexure I. The Labour-cum-Conciliation Officer, Faridabad, initiated conciliation proceedings but without any success. On receipt of the failure report from him the Governor of Haryana in exercise of the powers conferred under clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, has referred the dispute covered by Annexures I to VII for adjudication to this Tribunal,—vide order No. ID/FD/181-E/30016—20, dated 1st October, 1971.

On receipt of the reference usual notices were given to the parties and they have appeared. According to the management Sarvshri Om Parkash, Kishan, Jai Dev, Sumer Singh had settled their disputes before the present reference. — vide settlement, dated 7th Oct., 1971, Ex. M-7 and given up services on receipt of their full dues. Sarvshri Jadhav Parshad and Narpat Singh have also cleared their accounts and left services with the management, — vide their statements Ex. M-8 and M-9. None of these six workmen is thus in the services of the management at present. This is admitted by Shri Jagdish Singh, General Secretary, Indian Aluminium Cables Workers Union, Regd., Faridabad.

With regard to the remaining disputes also a settlement has been arrived at between the workmen and the management as per terms and conditions given in the memorandum of settlement, dated Ex. M-10, which has been proved by Shri O.P. Tyagi, Personnel Officer of the management. This settlement purports to have been signed or thumb-marked by workmen concerned. Shri Jagdish Singh, General Secretary of the Union, who had given the demand notice leading to the present reference has also admitted this settlement and his statement has been recorded.

In view of the above no further proceedings are called for in the case. The six workmen named above having left service with the management after clearing their accounts are not entitled to any other relief. With regard to the remaining disputes covered by the reference, the award is given as per terms and conditions of the settlement, dated 18th Dec., 1971, Ex. M-10, Annexure VIII, which shall form part of the award. In the circumstances there shall be no order as to costs.

Dated 25th January, 1972.

O.P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 149, dated 25th January, 1972.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated the 25th January, 1972.

O.P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana
Faridabad.

समक्ष अधिष्ठाता, औद्योगिक न्यायधिकरण, हरियाणा, फरीदाबाद

बाबत : औद्योगिक विवाद रेफरन्स नं. 90/1971

मैसर्स इण्डियन एल्युमिनियम कौब्लिज लि., मथुरा रोड, फरीदाबाद-3

तथा

उनके श्रमिकों के मध्य

दोनों पक्ष औद्योगिक न्यायधिकरण के समक्ष निम्नांकित विवरण प्रस्तुत करते हैं :

- (1) कि कर्मचारियों की ओर से एक मांग-पत्र, दिनांक 30 अगस्त, 1971 मालकों को दिया गया था। मांग-पत्र पर कोई समझौता नहीं हो सका न पूरी तरह विचार हो सका क्योंकि मांग-पत्र हड़ताल के दौरान मालिकों को प्राप्त हुआ उस समय वातावरण समझौते के अनुकूल न था। इसके अतिरिक्त व्यक्तिगत कारणों द्वारा छः अन्य मांग-पत्र भी दिये गये उन पर भी कोई समझौता नहीं हो सका। इन छः कर्मचारियों में से चार ने अपने विवाद निपटा लिये हैं और केवल श्री नरपत सिंह व श्री जादु प्रसाद का विवाद शेष रह गया है। ये सब मांग-पत्र हरियाणा सरकार द्वारा निर्णय हेतु औद्योगिक न्यायधिकरण, फरीदाबाद को भेज दिये गये।

कि उपरोक्त विवादों पर विचार विमर्श के बाद दोनों पक्षों ने निम्नलिखित शर्तों पर सहमति हुई है :—

मांग नं. 1.—श्री जगदीश सिंह व श्री वेद प्रकाश अब कम्पनी की सेवा में नहीं हैं अतः कर्मचारी अपनी मांग पर जोर नहीं देते।

मांग नं. 2.—नत्थी 'अ' में लगे हुए वेतन क्रम फैक्ट्री में दिनांक 1 जनवरी, 1972 से लागू कर दिये जायेंगे। प्रत्येक कर्मचारी को 1 जनवरी, 1972 से उपरोक्त निश्चित वेतन क्रम में निकटतम स्थान पर डाल दिया जायेगा।

मांग नं. 3.—मकान भाड़े तथा अन्तरिम सहायता की वर्तमान दर लागू रहेगी। किन्तु मकान भाड़ों प्राप्ति के लिए कम्पनी में निरन्तर सेवा का समय 3 वर्ष से घटाकर दिनांक 1 अप्रैल, 1971 से 31 मार्च, 1972 तक दो वर्ष, 31 मार्च, 1972 के बाद 31 मार्च, 1973 तक एक वर्ष तथा तदुपरान्त प्रत्येक स्थाई कर्मचारी को यह लाभ प्राप्त होगा। जब तक यह कर्मचारी को 20 रु. प्रति माह की दर से मकान भाड़ा/अन्तरिम सहायता प्राप्त नहीं होती, 12-50 रुपये प्रति माह की दर से अन्तरिम सहायता मिलती रहेगी जोकि बाद में मकान भाड़े/अन्तरिम सहायता की राशी में समा जायेगी।

मांग नं. 4.—ग्रेजुटी की योजना 1 जनवरी, 1972 से नत्थी 'ब' के अनुसार लागू की जायेगी।

मांग नं. 5.—जिन कर्मचारियों के सम्बन्ध में यह मांग है उनमें से अधिकांश ने फैक्ट्री से अपना चुकता हिसाब पा लिया है और कोई भी कम्पनी की सेवा में नहीं है अतः इस मांग पर भी कर्मचारी जोर नहीं देना चाहते।

मांग नं. 6.—विचार विमर्श के बाद कर्मचारी वर्तमान व्यवस्था से सन्तुष्ट हैं तथा किसी परिवर्तन की मांग नहीं करते।

मांग नं. 7.—प्रोडक्शन बोनस की योजना नत्थी 'स' के अनुसार लागू की जायेगी। सभी प्रोडक्शन बोनस का भुगतान कर दिया गया है अतः कर्मचारी अपनी यह आंशिक मांग वापिस लेते हैं।

मांग नं. 8, 9 व 10.—उपर्युक्त शर्तों से प्राप्त लाभों तथा क्षेत्र में प्रचलित रिवाजों को दृष्टिगत करते हुए कर्मचारी इन मांगों को वापिस लेते हैं।

मांग नं. 11.—कर्मचारी यह मांग वापिस लेते हैं।

मांग नं. 12 व 13.—इन मांगों के बारे में निश्चय हुआ है कि जब कभी भी कोई श्रमिक जोकि आपरेटर के न्यूनतम वेतन से कम वेतन पाता हो कार्टिंग व्हीन चलाने का कार्य निरन्तर 20 दिन या इससे अधिक करे तो उन्हें आपरेटर के न्यूनतम वेतन से अपने वेतन का अन्तर अथवा 20 रु. मासिक जो भी कम हो उन दिनों का दिया जायेगा। रोलिंग मिल में निरन्तर भट्टी पर काम करने वाले प्रत्येक कर्मचारी को प्रतिदिन एक पाव दूध तथा 20 पैसे मूल्य के फल दिये जायेंगे। यह केवल श्रमिक को उन्हीं दिनों दिया जायेगा जिन दिनों वह भट्टी पर काम करता हो।

मांग-पत्र, दिनांक 6 सितम्बर, 1971 :—इस सम्बन्ध में निश्चय किया गया कि श्री ओउम प्रकाश, श्री सुम्मेर सिंह, श्री जायदेव सिंह तथा श्री किशन मैनेजमेंट से अपना विवाद निपटा कर चुकता पा चुके हैं अतः उनके सम्बन्ध में कोई विवाद शेष नहीं है। श्री जादु

प्रसाद तथा श्री नरपत सिंह की छटनी विधिवत तथा शुद्ध हृदय से की गई है। उनको पुनर्नियुक्ति की सूचना भी मैनेजमेंट ने दी लेकिन वे पुनः काम के लिए उपस्थित नहीं हुए। अतः कर्मचारी उनकी पुनर्नियुक्ति की सूचना भी मैनेजमेंट ने दी लेकिन वे पुनः काम के लिए उपस्थित नहीं हुए। अतः कर्मचारी उनकी पुनर्नियुक्ति या बहाली की मांग पर जोर नहीं देते।

कि मैनेजमेंट तथा कर्मचारियों में सहमति है कि रिक्त (आपरेटर) स्थानों की पूर्ति पदोन्नति द्वारा अथवा नई भर्ती द्वारा कर ली जाये।

कि दोनों पक्षों में इस बात पर भी सहमति है कि दोनों फैक्ट्रियों की मांगें भविष्य में अलग अलग प्रस्तुत की जायेंगी तथा अलग फैसला किया जायेगा।

कि कर्मचारियों ने स्वीकार किया कि समझौता लागू होने की तिथि से 3 वर्ष तक कोई आर्थिक या अर्थ से सम्बन्धित मांग नहीं करेंगे।

कि कर्मचारियों की ओर से निम्नलिखित पांच कर्मचारियों को यह समझौता न्यायधिकरण के समक्ष प्रस्तुत करने के लिये अधिष्ठित (ओथराईज्ड) किया गया है। ये पांचों कर्मचारी या इन में से एक या एक से अधिक कर्मचारी यह समझौता न्यायधिकरण के समक्ष कर्मचारियों की तरफ से प्रस्तुत कर सकते हैं/करेंगे तथा प्रार्थना करेंगे कि न्यायधिकरण तदनुसार अपना निर्णय दें।

कि इससे पूर्व प्रतिनिधित्व का दिया गया अधिकार (ओथरटी) समाप्त/वापिस ली गई समझी जाये। अधिष्ठित कर्मचारी--

- (1) विजय कुमार,
- (2) के. एल. दुआ,
- (3) सुन्दर सिंह,
- (4) केवल कृष्ण व
- (5) मोहम्मद यासीन।

दिनांक 18 दिसम्बर, 1971।

कर्मचारी इन्डियन एल्गुमिनियम कैब्लिज लि.,
मथुरा रोड, फरोदाबाद-२।

No. 973-4L3b-72/4498.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Atlas Cycle Industries, Sonapat.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA,
FARIDABAD

Reference No. 63 of 1970

between

SHRI OM PARKASH WORKMAN AND THE MANAGEMENT OF M/S ATLAS CYCLE
INDUSTRIES, SONEPAT

Present:—

Nemo, for the workman.

Shri S. K. Gulati, for the management.

AWARD

The management of M/s Atlas Cycle Industries Ltd. Sonapat dismissed from service its employee Shri Om Parkash. Feeling aggrieved he raised a demand for reinstatement with back wages to which there was no response from the management. Thereafter conciliation proceedings were initiated before the Labour-cum-Conciliation Officer, Sonapat but without any success.

On receipt of the failure report from the Labour-cum-Conciliation Officer, the Governor of Haryana, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the above dispute for adjudication to this Tribunal, —vide order No. 1D/8004-8, dated 18th March, 1970, the term of reference being as given under:—

Whether the termination of services of Shri Om Parkash was justified and in order? if not; to what relief is he entitled?

Notices were given to the parties and they filed their written statements. The workman challenged the order of his dismissal as being wrong and illegal and reiterated his claim for reinstatement as well as for back wages. The management contested the above claim on several grounds pleading

Inter alia that in view of the existing agreement dated 5th August, 1968 which provided a separate machinery for the settlement of the disputes between the workman and the management before seeking the remedy provided under section 10 of the Industrial Disputes Act, 1947, the reference was barred. The pleadings of the parties gave rise to the following issues:—

- (1) Whether the services of the claimant Shri Om Parkash have not been terminated?
- (2) Whether the case is not covered by section 2A of the Industrial Disputes Act because there was only a refusal on the part of the management to give light duty to the workman as claimed by him?
- (3) Whether the order of reference is invalid because there is no demand from the workman of the company that Shri Om Parkash be provided with light duty?
- (4) Whether the present reference is barred by reason of settlement, dated 5th August, 1968 because the workman has not availed of the machinery for dealing with the case of the workman as provided in the said settlement?
- (5) Whether the objection regarding the validity of the reference can be raised on the ground that the Conciliation Officer was satisfied that there was no termination of services nor any *mala fide* refusal on the part of the management to provide work and the reference has been made for extraneous reasons which are not germane to the decision of such matter?

The parties led some evidence. It is, however, not necessary to go into the merits of the case as the preliminary objection of the management covered by issue No. 4, which had been taken in reference Nos. 9, 10, 11 of 1970 between the management and some other workers, has been upheld by the Hon'ble High Court for the States of Punjab and Haryana,—*vide* judgements, dated 21st December, 1971 in Writ Petitions Nos. 2858 to 2350 of 1970, and it has been decided that the workman have to approach the Settlement Board in terms of the agreement, dated 5th August, 1968 before having resort to the remedies under the Industrial Disputes Act, 1947. The reference, in the result has to be rejected as being barred under the aforesaid agreement between the parties and I order accordingly. There shall be no order as to costs.

Dated the 21st January, 1972.

O. P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 128, dated the 21st January, 1972.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated the 21st January, 1972.

O. P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 974-4 Lab-72/4500.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Atlas Cycle Industries Ltd., Sonapat.

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA,
FARIDABAD

Reference Nos. 9, 10, 11 of 1970

between

Sarvshri Ram Sarup, Chaman Lal, Mohinder Singh, workmen and the management of M/s Atlas Cycle Industries, Ltd., Sonapat.

Present—

Neme, for the workman.

Shri S.K. Gulati, for the management.

AWARD

This order will dispose of this and the connected references Nos. 10 and 11 of 1970, there being a common question of law and fact involved in all the three cases. The relevant facts may shortly be stated as under :—

The management of M/s Atlas Cycle Industries, Ltd., Sonapat, dismissed from service three of its workmen, namely, Ram Sarup, Chaman Lal and Mohinder Singh. Feeling aggrieved they raised a demand for reinstatement with back wages to which there was no response from the management. Thereafter conciliation proceedings were initiated before the Labour-cum-Conciliation Officer, Sonapat but without any success.

On receipt of the failure report from the Labour-cum-Conciliation Officer, the Governor of Haryana, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the above disputes for adjudication to this Tribunal. Usual notices were given to the parties and they filed their written statements. The workmen challenged the orders of their dismissal as being wrong and illegal and reiterated their claim for reinstatement as well as for back wages. The management contested the above claim on several grounds pleading *inter alia* that in view of an existing agreement, dated 5th August, 1968, which provided a separate machinery for the settlement of the disputes between the workmen and the management before seeking the remedy provided under section 10 of the Industrial Disputes Act, 1947, the reference was barred.

The following issues were framed on 30th May, 1970 which are common in all the cases :—

- (1) Whether the present reference is barred because the workman has not availed of the machinery set up under settlement dated 5th August, 1968 for dealing with the cases of the workmen ?
- (2) Whether an objection can be raised against the validity of the reference on the ground that no *prima facie* case is shown before the Government and the present reference has been made for extraneous reasons which are not germane for the decision in the matter ?
- (3) Whether there was no industrial dispute between the workmen and the management and the reference cannot be justified on the basis of section 2-A of the Industrial Disputes Act, 1947.
- (4) Whether the validity of section 2A of the Industrial Disputes Act can be raised in this Court ?

Issue No. 1 was treated as preliminary issue and my learned predecessor, after hearing the parties, decided this issue against the management,—*vide* his order dated 24th July, 1970. Feeling aggrieved the management preferred three separate Writ Petitions Nos. 2858 to 2860 of 1970 and the passing of the final award in each case was stayed. The Writ Petitions have since been disposed of,—*vide* judgment, dated 21st December, 1971, and the Hon'ble High Court has been pleased to up-hold the above objections of the management and decide that the workmen have to approach the Settlement Board in terms of the agreement, dated 5th August, 1968 before having resort to the remedies under the Industrial Disputes Act, 1947.

In view of the above no further proceedings are called for in this and the connected references which have to be rejected as being barred under the aforesaid agreement between the parties and I order accordingly. There shall be no order as to costs.

Dated the 21st January, 1972.

O. P. SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 129, dated the 21st January, 1972.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under Section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Dated the 21st January, 1972.

The 7th February, 1972

No 1114-4Lab-72/4735.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Shri S. L. Sharma, Arbitrator (Labour Officer-cum-Conciliation Officer), Ballabgarh Circle in respect of the dispute between the workmen and the management of M/s Swatantra Bharat Woollen Mills, G.T. Road, Panipat.

BEFORE SHRI SHYAM LAL SHARMA. H.L.S., LABOUR OFFICER-CUM-CONCILIATION OFFICER BALLABGARH CIRCLE (ARBITRATOR) IN THE MATTER OF REFERENCE WHETHER THE TERMINATION OF SERVICE OF SHRI JAI DEV IS JUSTIFIED AND IN ORDER, IF NOT, TO WHAT RELIEF HE IS ENTITLED.

The Haryana Government,—*vide* their endorsement No. ID/KNL/48/10531-35, dated 13th April, 1971 endorsed the abovesaid reference between Sri Jai Dev workman and the Management of M/s Swatantra Bharat Woollen Mills, G.T. Road, Panipat which was subsequently published in the Haryana Government Gazette.

Accordingly usual notices were issued to the parties for filing their claim statement etc. The workman was represented through Shri Raghbir Singh Secretary Engg. and Textiles Workers Union Regd. (AITUC), Panipat. While the Management was represented through Shri Brij Mohan Sharma, Manager of the M/s Swatantra Bharat Woollen Mills, G. T. Road, Panipat. After going through the written statements of the parties the following issues were framed :—

(1) Whether the workman was employed for specific period on probation for 3 months.

O.P.R.

(2) If first issue is decided against the Management then whether any junior man was employed in his place.

O.P.A.

(3) Whether the work of the workman was not found satisfactory during the probation period.

O.P.R.

(4) Whether the workman was victimised due to his Trade Union activities.

O.P.A.

(5) Whether the work of applicant was of a permanent nature.

O.P.R.

(6) Relief.

Pleading of Management—

The applicant was employed as a temporary worker on the probation basis with effect from 16th September, 1970 for specific period of 3 months. The management was not satisfied with his work and therefore the appointment came to an end. Automatically on the expiry of 3 months as per contract of employment. During the course of his employment the Management warned the worker many times, verbally pointed out to the worker to improve his work but he did not improve. The Management further stated :—

(1) The applicant was employed as a temporary worker on probation with effect from 16th September, 1970 for specific period of 3 months,—*vide* appointment letter dated 16th September, 1970, attested copy of which is enclosed. The Management was not satisfied with his work and therefore the appointment came to an end automatically on the expiry of 3 months as per contract, of employment. During the course of his employment the Management so many times verbally pointed out to the worker to improve his work but he could not improve. Since his employment was for specific period therefore it was not considered necessary to give the worker in writing for improvement in his work, because his services would stand terminated after the expiry of the specific period.

(2) The applicant was employed as a temporary on probation and the question of work of permanent nature does not arise.

(3) That the services itself came to an end on 15th December, 1970 in accordance with the conditions of employment duly accepted by him. There as no termination whether by dismissal or discharge and therefore even no Industrial Dispute could be raised which would be processed through the machinery provided under the Industrial Dispute Act.

(4) The letter of appointment was duly received by the workman concerned at the time of appointment and there was no question of signing any agreement was alleged except the letter of appointment. The office copy of the said appointment letter was shown to the Conciliation Officer and its receipt was not denied by the applicant at any stage.

(5) The allegation of mal-practice is only an afterthought and even was not raised in the demand notice. Moreover the workman has not raised any dispute at any time in respect of the practice in vogue or to change any other practice and therefore this question cannot be gone through in these proceedings. In any case the allegations are incorrect.

(6) The allegations of victimisation are also an after thought as would appear from the statement of claim itself that it has been added at the last stage and was not originally alleged. In fact there was no termination by the Management but the contract of service automatically came to an end as a result of the terms of employment and the workman is not entitled to any relief and the claim may please be dismissed with costs.

The Management further contended that even if the work of the workman was of permanent nature. The workman was employed on temporary basis on probation for 3 months. Therefore whether the junior was employed in his place is questionable as his service automatically came to end on expiry of 3 months probation period. Moreover when the workman appeared as a witness he stated that he was a fresh-hand with the respondent Management. Accordingly he was dismissed on 16th December, 1970, and there were several junior workers with the respondent. There was no contention between the workman and the Management for his appointment of 3 months. He was working as a spinner. He has recognised his signature on exhibit R-1 and R-2, in cross examination he has however confirmed that he had not worked in any factory and previously he had been working on handloom somewhere. He has already admitted his signatures on the letter of appointment but has denied, the receipt thereof. He has also admitted that he is working now on Khaddies. He was not a trained spinner which is a skilled job in accordance with the notification of the Haryana Government under the Minimum Wages Act. The Management therefore had to check his work for 3 months. He was accordingly not found fit to retain as spinner and his services were terminated within the frame work of the contract of employment. The allegation of victimisation are only sweeping. The Management also cited a case law F.J.R.-32 page 414 where it has been held that after continuous 6 months period of probation an employee can either be confirmed or terminated because his service is not found satisfactory. He has admitted that he is employed as a Khaddy worker, It is well known that remuneration of a Khaddy worker are not less than twice the remuneration he was getting during his employment with respondent and on that account, he is not entitled for his reinstatement/relief.

Pleading of workman/his representative—

The Management did not produce an eye witness to this effect, that alleged appointment letter was given to the workman. There are no standing orders in the Factory. The Management have issued the appointment letter to the workman as temporary/probationer. Both these words have separate meaning. It is admitted that the job was of premanent nature.

It is also admitted that junior workman are still in the Factory. Termination of Services of this workman on the ground of unsatisfactory service has not been established, by the Management if it was not retrenchment then what it was. Termination of services on unsatisfactory ground. This amounts to a specific charge against the workman but, this charge has never been proved anywhere nor any evidence was brought against him at any stage. It is admitted that the workmen of this factory resorted to strike on the termination of Shri Jai Dev workman. Ordinarily the strike is not resorted on the termination of an ordinary workman. He quoted Punjab and Haryana High Court Judgement of 1970 in the case of M/s Goela Woollen and Engineering Works, Panipat v/s. Anant Ram where in it has been held by the learned court that even a probationer could not be dismissed without any allegation, unsatisfactory work or any other allegation. Therefore this termination is illegal.

Order

The letter of appointment alleged to have been issued to the workman specifies the appointment for a temporary period of 3 months probation. Probationary appointment is always against a permanent post. It has already been admitted by the Management that this post was of a permanent nature against which Shri Jai Dev was appointed and even the junior workman are still in the Factory. The job of a spinner is of course is skilled as pointed out by the Management under the Minimum Wages Act. The Haryana Government,—vide their notification dated 14th July, 1969, fixed the Minimum Wages just is given as under :—

Unskilled	.. Rs 100 P.M.
Semiskilled (A)	.. Rs 115 P.M.
Semiskilled (B)	.. Rs 125 P.M.
Skilled (A)	.. Rs 140 P.M.
Skilled (B)	.. Rs 150 P.M.

It is worth pointing out that even the Sweeper, Kantewala/Tolwala, Weighter, Stamper, Marker, Packer, Oilman, Mali and Knalashi are kept in category semiskilled (A). This workman has been turned out due to unsatisfactory service but the allegation of unsatisfactory work has no where been proved against him. Even the High Court Punjab and Haryana have already held in the case of M/s Goela Woollen and Engineering Works, Panipat v/s Anant Ram that even a probationer could not be dismissed without any allegation against him. Even his Management has cited the case law F.J.R.-32 page 414 where it has been held that after continuous 6 months period of probation an employee either be confirmed or terminated because his service was not found satisfactory

Here is the case of Shri Jai Dev he was terminated after 3 months period and not after 6 months. Even the Model standing Orders provide probation period from 6 months to one year for checking the work of a workman. I therefore do not agree with contention of the Management and hold that termination of Shri Jai Dev is illegal and unjustified. Because the workman was not given proper opportunity to defend himself of the allegation levelled against him nor he was given extension of the probation period from 6 months to one year to prove his worth. 3 months probation period is not sufficient to check his work. Moreover the Minimum Wages Act provides 5 categories according to which he was given wages of semiskilled 'B' and not of a skilled workman. I therefore decide all the issues against the Management. Further he has been gainfully employed during this period. In my opinion he is not entitled for any wages for this period he remained out of the respondents firm. Shri Jai Dev workman should be reinstated with continuity of service without any back wages within one month of the publication of this Award.

4 copies of this Award are being submitted to the Secretary to Government, Haryana, Labour Department for necessary action and publication in the Government Gazette.

S.L. SHARMA, H.L.S.,
Arbitrator,
Labour Officer-cum-Conciliation
Officer, Ballabgarh Circle.

B.L. RAHUA,
Commissioner for Labour and Employment, and
Secretary to Government, Haryana.

OFFICE OF THE FINANCIAL COMMISSIONER, REVENUE, HARYANA

The 7th February, 1972

No. 755-EII-72/4945.—Consequent upon their promotions as Tehsildars,—vide this office orders dated the 25th August, 1971, 20th and 24th January, 1972, the following Naib-Tehsildars took over as Tehsildars in the time-scale of Rs 350—25—500/30—650/30—800. on the date and place noted against each :—

Serial No.	Name	Place of posting as Tehsildar	Date on which charge of the post taken
<i>Sarvshri :—</i>			
1	Jagrup Singh. Naib-Tehsildar	Rewari	27th August, 1971 (forenoon)
2	Jagdish Chander Virk, Naib-Tehsildar	Tohana	25th January, 1972 (forenoon)
3	Chaman Lal. Naib-Tehsildar	Guhla	25th January, 1972 (forenoon)

H. L. GUGNANI, Dy. Secy.

राजस्व विभाग

युद्ध जागीर

दिनांक 1 फरवरी, 1972

क्रमांक 1598-ज(II)-71/3978.—पूर्वी पंजाब के युद्ध पुरस्कार अधिनियम, 1948 (जैसा कि उसमें आज तक हरियाणा सरकार द्वारा संशोधन किया गया है) की धारा 2(ए)(1) तथा 3(1) के अनुसार सौंपे गए अधिकारों का प्रयोग करते हुए हरियाणा के राज्यपाल श्री राम, पुत्र भोला राम, गांव कलोई, तहसील अज्जर, जिला रोहतक, को खरीफ, 1964 से खरी, 1970 तक 100 रुपये और खरीफ, 1970 से आगे 150 रुपये वार्षिक कीमत वाली युद्ध जागीर सनद में दी गई शर्तों के अनुसार सहस्र प्रदान करते हैं।